

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NINA SEMONE ROBINSON, an
individual,

Plaintiff,

v.

PETER J. BARRETT; JUSTIC C. OLSON;
ARLINGTON POLICE DEPARTMENT;
and CITY OF ARLINGTON,

Defendants.

No. 2:19-cv-00213 RSM

**STIPULATION AND PROTECTIVE
ORDER**

STIPULATION

The City of Everett Police Department currently has custody of all remaining physical evidence related to the incident at issue in this action. Plaintiff has requested her forensic expert, Mr. Kay Sweeney, be allowed to examine the evidence at his place of business. This stipulation is intended to provide Mr. Sweeney the opportunity to examine and analyze the evidence, while protecting the physical and evidentiary integrity of that evidence.

Based on the above, THE FOLLOWING IS HEREBY STIPULATED AND AGREED by and between all parties in this matter:

1. The evidence will be made available for Kay Sweeney to pick up at the Everett Police Department. Mr. Sweeney shall contact Captain Lineberry (or appointed designee representing Captain Lineberry) at the Everett Police Department to coordinate a mutually convenient date and time for the transfer of evidence. The evidence shall be made available within 5 business days of the date of entry of this order.

1 2. Mr. Sweeney shall personally sign for receipt of each piece of evidence
2 removed from the Everett Police Department.

3 3. Mr. Sweeney shall return each and every piece of evidence to Captain
4 Lineberry (or appointed designee representing Captain Lineberry) at the Everett Police
5 Department no later than 60 calendar days from when they were picked up by Mr. Sweeney.

6 4. Forensically accepted procedures to repackage and reseal each item of
7 evidence shall be used in order to maintain the protection and retention of everything
8 contained within the original packaging. When opening any package, the original seals
9 should be preserved. If the original seals must be broken to access the contents of the package,
10 the seals should be cut and not obliterated in a manner so as to maintain identification marking
11 on the original seal. The original packaging and labeling from the Everett Police Department
12 shall be included with each repackaged item of evidence, and the item number shall be
13 included on the exterior of each package.

14 5. Mr. Sweeney shall keep all of the evidence in his personal possession, or in
15 his locked evidence vault, for the entire time the items are in his possession. Mr. Sweeney
16 shall keep a log of all individuals who view or examine the evidence in its unpackaged state.
17 The log shall be signed by Mr. Sweeney, and submitted to the Everett Police Department at
18 the time the evidence is returned. Plaintiff shall also provide a copy of this log to Defendants.

19 6. All persons who view or examine the evidence shall wear latex or Nitrile
20 gloves when examining the evidence.

21 7. Unless stated in this order, agreed to in advance in writing or otherwise
22 ordered by the Court, the evidence shall not be altered, diminished, tampered with or in any
23 way changed from its original condition and shall be returned in precisely the same condition
24 and packaging in which it was received.

25 8. In examining/analyzing the evidence, Mr. Sweeney shall adhere to all
26 accepted standards of laboratories and forensic scientists accredited by the American Society
27 of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLAD/LAB) for the

1 handling of evidence.

2 9. Any person actively working on the case under the directions/supervision of
3 Kay Sweeney, opening/repackaging evidence, preparing sketches or diagrams, preparing
4 notes, consulting with, photographing or video documenting evidence must be clearly
5 identified for each portion of work conducted and referenced in the work product notes and
6 report. Any examination conducted by an assistant or intern must be disclosed to Defendants
7 as to their involvement and responsibility in the case file notes and report. Plaintiff shall
8 provide this documentation to Defendants.

9 10. All testing must be non-destructive. Presumptive spot field testing may be
10 allowed as long as both Plaintiff and Defendants have adequate representation to observe the
11 location tested and result of the field test. No sprays, transfers or large scale potentially
12 destructive processes (such as the application of Luminol or other large volume reagent
13 depositions) shall be conducted unless authorized by both Plaintiff and Defendants in writing.

14 11. Plaintiff waives any right to challenge, question or otherwise attack chain of
15 custody or the integrity of the items of evidence for the period of time between Mr. Sweeney's
16 retrieval of the evidence and when he returns it to the Everett Police Department.

17 12. If any items of evidence are not returned to the Everett Police Department in
18 its original condition, Defendants shall be permitted to present evidence and testimony
19 regarding the evidence, including an explanation for the absence of the evidence, photographs
20 of the evidence, and expert opinions regarding the evidence.

21 13. Mr. Sweeney shall provide to the Everett Police Department a written
22 explanation of any and all alterations or changes in any item of evidence or packaging, or any
23 portion therefrom from the time he takes custody of them until they are returned to the Everett
24 Police Department. Such writing shall be signed by Mr. Sweeney, and submitted to Everett
25 Police Department at the time the evidence is returned. Plaintiff shall provide a copy of such
26 writing to Defendants.

27 14. A copy of this order shall be served on Mr. Sweeney at the time the evidence

1 is transferred to him

2
3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4 DATED this 26th day of April 2019.

5 NELSON LANGER ENGLE, PLLC

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7 By: /s/ Aaron I. Engle (per email authorization)

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21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23 DATED: April 29, 2019.

24 

25 RICARDO S. MARTINEZ

26 CHIEF UNITED STATES DISTRICT
27 JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective
6 Order that was issued by the United States District Court for the Western District of
7 Washington on [date] in the case of _____ **[insert formal name of the**
8 **case and the number and initials assigned to it by the court]**. I agree to comply with and
9 to be bound by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment in the
11 nature of contempt. I solemnly promise that I will not disclose in any manner any information
12 or item that is subject to this Stipulated Protective Order to any person or entity except in
13 strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Western District of Washington for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this action.

17
18 Date: _____

19 City and State where sworn and signed: _____

20 Printed name: _____

21 Signature: _____
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